

EXHIBIT B

ROBBINS

LITIGATION AND REGULATORY LAW

VINCENT R. RUSSO
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June 24, 2019

Privileged Attorney Work Product

Michael Ian Shamos, Ph.D.
605 Devonshire Street
Pittsburgh, PA 15213
shamos@cs.cmu.edu

**Re: Engagement for Services as a Testifying Expert Witness
Curling, et al. v. Raffensperger, et al.
Case No. 1:17-CV-2989-AT (N.D. Ga.) (the “Lawsuit”)**

Dear Dr. Shamos:

This Letter of Engagement confirms the scope and terms of your engagement as a testifying expert witness employed to assist ROBBINS ROSS ALLOY BELINFANTE LITTLEFIELD LLC (“Robbins”) and our co-counsel, Taylor English Duma LLP (collectively, the “Firms”) in rendering legal services to the Georgia Secretary of State and the State Election Board and its members (collectively, “Clients”) in connection with the above-referenced Lawsuit.

SUBJECT OF ENGAGEMENT

You are being retained to serve as an expert consultant and/or witness regarding the use of Direct Recording Electronic (DRE) machines for voting and the security of Georgia’s voting system. You understand that the scope of your services, and the amount of your time required in this matter, will depend on the needs of the Firms and/or Clients, and will vary over time. You are retained to assist and consult with us in responding to claims that DRE machines are unreliable and the security of Georgia’s voting system. Currently, it is not anticipated that you would draft an expert report consistent with the requirements of Rule 26(a)(2)(B), Fed. R. Civ. Proc., but we do anticipate having you provide testimony at a hearing on Plaintiffs’ motions for preliminary injunction. We have

ROBBINS ROSS ALLOY BELINFANTE LITTLEFIELD LLC

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spoken with you about a potential scheduling conflict, so unless you are able to attend the hearing in late July, we will not disclose you as a testifying expert.

You understand that your status under this Agreement will be that of an independent contractor and not that of an employee of the Firms or the Clients. You also understand that this means the Firms will not withhold or pay Social Security taxes, unemployment insurance, or income taxes on your behalf.

You assert that you have the authority to engage in this Agreement and that no conflict of interest will be created by your undertakings herein, throughout the pendency of this engagement. You have been advised that our adversaries in this matter are those individuals listed as Plaintiffs or counsel for Plaintiffs on the docket sheet attached hereto as Exhibit 1 ("Adversaries"), and that you know of no reason why you cannot advise Clients or the Firms with respect to this matter, and that during the pendency of this engagement, you will not take on any matter for any Adversaries.

Further, you represent that you have not been convicted or prosecuted for a crime, nor have you been charged with academic misconduct.

CONFIDENTIALITY

You understand that, as an expert consultant and/or witness, all communications between you and Clients and/or you and the Firms, whether oral or written, are entirely confidential. You understand that you are not at liberty to share the substance or content of these communications with any person unless expressly authorized by us beforehand in writing. You also understand that the very fact that you are an expert consultant and/or witness to Clients in this matter is, at this point, itself highly confidential, and is not a subject which you are authorized to share with other persons without prior consent from us. You agree to immediately notify one of the attorneys for the Firms in the event a potentially adverse party in this matter contacts you. You also agree to notify the Firms in the event you receive a request to examine, inspect, or copy any document or record obtained during the course of this engagement.

Should an Adversaries or their counsel become aware of your engagement, you may list this matter on your CV in a manner similar to the other matters listed therein.

COMPENSATION

We agree to compensate you at your hourly rate of \$600 per hour. We will pay for reasonable out-of-pocket costs incurred in connection with the services

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provided on this engagement (e.g., airfare, hotel, car rental, copying of documents, telephone calls, postage and shipping, etc.) in accordance with the regulations of the Georgia State Auditor. We understand that you charge \$300 per hour for non-productive travel. We understand that invoices will be rendered by Expert Engagements, LLC, 4415 Fifth Avenue, Suite 302, Pittsburgh, PA 15213, federal tax ID 20-0219102, and that payments for your services should be made to that entity. You agree to keep us informed of the number of hours you expend on this project at regular intervals by submitting invoices at least after every twenty (20) hours of compensable work.

You shall not be required to give any live testimony, either at deposition, hearing or trial, unless payment has been made for any work product about which you may be questioned. In the event that any of your prior invoices remains unpaid sixty (60) or more days after being received by the AG, you may suspend work, until all outstanding invoices have been paid.

DOCUMENT MAINTENANCE, OWNERSHIP

We understand that consultants or experts in your field may have document maintenance, retention or destruction practices or policies. Under no circumstances are you to understand that anyone associated with the Firms or Clients are asking you to deviate from the practices or policies that you or others in your area of consultancy or expertise have adopted, especially with respect to any documents that you generate or receive in this matter. You also understand that, as a result or in the course of your work for the Firms or the Clients, you may generate or prepare a report or reports, as requested by the Firms. You understand that the Firms or the Clients have all right, title and interest to any such report or reports, and to use any such report or reports as the Firms or the Clients see fit.

TERMINATION

This letter of Engagement may be terminated (and with it the obligations of Firms hereunder) at any time upon notice given by Firms. Upon any such termination, you shall provide Firms, upon request, with all data collected, including but not limited to written forms and electronic recording of data, and shall provide all drafts in progress. Also upon termination, Firms will promptly pay you for any work and expenses incurred but not yet compensated.

We look forward to working with you in this matter.

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Michael Ian Shamos, Ph.D.

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Sincerely yours,

Vincent R. Russo

ACCEPTED:


Michael Ian Shamos, Ph.D.

June 24, 2019
Date